

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

REQUEST FOR CERTIFICATION OF REPRESENTATIVES AS BONA FIDE UNDER
SECTION 7(b) OF THE FAIR LABOR STANDARDS ACT OF 1938

The undersigned Petitioner, pursuant to Section 7(b) of the Fair Labor Standards Act of 1938, requests certification by the National Labor Relations Board as a bona fide representative of employees of the employer named below.

1. Petitioner Teamsters Local No. 320
(Name and affiliation, if any)

2. Employer Wright County

3. Address of establishment 10 2nd Street NW, Rm 235
Buffalo, MN 55313

DO NOT WRITE IN THIS SPACE	
Case No. <u>18</u>	W. H. <u>22</u>
Docketed <u>January 13, 2011</u>	

4. Industry Public Employees -- Sheriff's Office Dispatchers

5. Petitioner and Employer have (have not) entered into a collective bargaining agreement. (If so, attach copies.)

6. Petitioner has (has not) been found to be the collective bargaining agent for employees at the above establishment in a proceeding under the National Labor Relations Act. (If so, state number of case: _____)

7. The following known labor organizations claim to represent employees at the above establishment:

<u>3001 University Ave SE, Mpls MN 55414</u> (Name of labor organization)	<u>December 31, 2011</u> (Contract expiration date, if any)
_____ (Name of labor organization)	_____ (Contract expiration date, if any)
_____ (Name of labor organization)	_____ (Contract expiration date, if any)

Subscribed and sworn to before me this
11 day of January, 2011

at 3001 University Avenue SE

Minneapolis MN 55414

By *Brian Aldes*
(Signature and title of petitioner's representative)

3001 University Ave SE, Mpls MN 55414
(Address)

612 378 8700

(Telephone number)

Linda K. Ricci
Notary Public





United States Government
NATIONAL LABOR RELATIONS BOARD
Region 18
Suite 790
330 South Second Avenue
Minneapolis, MN 55401-2221

Office: (612) 348-1757
Fax: (612) 348-1785
www.nlr.gov

January 13, 2011

Dick Mattson, Board Chair
Wright County
10 Second Street N.W., Room 235
Buffalo, MN 55313

Re: WRIGHT COUNTY
Case 18-WH-22

Dear Mr. Mattson:

A Request for Certification of Representatives as Bona Fide Under Section 7(b) of the Fair Labor Standards Act of 1938 has been filed with this office requesting that the Petitioner named therein be certified by the National Labor Relations Board as a bona fide representative of employees of the Employer named therein. A copy of the Request is enclosed. Investigation of this matter has been assigned to the following staff member to whom all inquiries and correspondence should be directed:

Name: Deborah K. Rogers
Field Examiner

Telephone: (612)348-1769
E-mail: Deborah.Rogers@nlrb.gov

FILING DOCUMENTS WITH REGIONAL OFFICES: The Agency is moving toward a fully electronic records system. To facilitate this important initiative, the Agency strongly urges all parties to submit documents and other materials (except unfair labor practice charges and representation petitions) to Regional Office through the Agency's E-Filing system on its website: <http://www.nlr.gov> (See Attachment to this letter for instructions). Of course, the Agency will continue to accept timely filed paper documents.

Attention is called to your right, and the right of any party, to be represented by counsel or other representative in any proceeding before the National Labor Relations Board and the Courts. In the event you choose to have a representative appear on your behalf and/or if you wish to designate that representative as your agent for service of documents, have that representative complete the enclosed Form NLRB-4701 and forward it promptly to this office. If you desire to represent yourself, this form does not need to be completed.

January 13, 2011

To assist in completing the investigation, the parties are requested to submit within 48 hours the following, if it has not been previously submitted.

1. A copy of any current or recently expired collective bargaining agreement applicable to employees of the Employer at the subject establishment.
2. The names of any labor organization claiming to represent any employees of the Employer at the subject establishment.
3. Information as to whether any labor organization has been certified as the exclusive bargaining agent of the Employer's employees at the subject establishment, and if so, a copy of the certification.

If you have any questions, do not hesitate to communicate with the Board Agent named above. Your cooperation in this matter will be appreciated.

Very truly yours,



Marlin O. Osthus
Regional Director

MOO/cmc
Enclosures
cc:

Brian Aldes, VP/Business Agent
Teamsters Local No. 320
3001 University Avenue S.E., Suite 500
Minneapolis, MN 55414

AFFIDAVIT OF SERVICE

CASE: WRIGHT COUNTY **CASE: 18-WH-22**

FILED: 1/13/2011 FIELD EXAMINER: DKR ATTORNEY: _____

Dick Mattson, Board Chair
Wright County
10 Second Street N.W., Room 235
Buffalo, MN 55313

Brian Aldes, VP/Business Agent
Teamsters Local No. 320
3001 University Avenue S.E., Suite 500
Minneapolis, MN 55414

I CERTIFY THAT I SERVED THE ABOVE-REFERRED TO PETITION ON THE 13TH DAY OF
JANUARY, 2011 BY FIRST CLASS US MAIL AND/OR FACSIMILE, TOGETHER WITH
TRANSMITTAL LETTER, OF WHICH THIS IS A TRUE COPY.


(Designated Agent)

WH → 2

Assignment Sheet – Petition

Assign to: _____

BLOCKED?:

Yes:

☐

No:

☐

Blocking C case number: _____

INCUMBENT UNION?:

Yes:

☐

No:

☐

If more than one Union, which is the incumbent? _____

Unit Data:

Scope:

<input type="checkbox"/>	Less Than Facility Wide
<input checked="" type="checkbox"/>	Facility Wide
<input type="checkbox"/>	Multi-Employer
<input type="checkbox"/>	Company Wide – More than 1 Facility
<input type="checkbox"/>	Company Wide - Only 1 Facility
<input type="checkbox"/>	Other

Type:

<input type="checkbox"/>	Office, Clerical and Other White Collar
<input type="checkbox"/>	Craft – One or More
<input checked="" type="checkbox"/>	Departmental – One or More
<input type="checkbox"/>	Guards
<input type="checkbox"/>	Health Care
<input type="checkbox"/>	Industrial/production & maint.; excluding office clericals, guards, supervisors
<input type="checkbox"/>	Professional and/or Technical; Office, Clerical & Other White Collar
<input type="checkbox"/>	Professional and/or Technical
<input type="checkbox"/>	Truck Drivers, etc.
<input type="checkbox"/>	Other

Tentative hearing date: _____

I.O.?

Yes

No

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

WRIGHT COUNTY

Employer

and

Case 18-WH-22

TEAMSTERS LOCAL NO. 320

Petitioner

ORDER TO SHOW CAUSE

On January 13, 2011, Teamsters Local No. 320 filed a petition (a copy of which is attached) requesting a certification as a bona fide representative of certain employees of Wright County (non-licensed essential employees) under Section 7(b) of the Fair Labor Standards Act of 1938. Having duly considered the matter,

IT IS HEREBY ORDERED that all parties¹ in interest show cause, in writing, if any there be, filed with the undersigned on or before close of business on February 8, 2011, why the Petitioner should not be certified as bona fide.

Signed at Minneapolis, Minnesota, on the 14th day of January, 2011.



Attachment

Marlin O. Osthus, Regional Director
National Labor Relations Board
Eighteenth Region
330 South Second Avenue, Suite 790
Minneapolis, MN 55401-2221

¹ A copy of this Order shall be posted in conspicuous places at the Employer's premises through February 8, 2011.

2-14-71

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

REQUEST FOR CERTIFICATION OF REPRESENTATIVES AS BONA FIDE UNDER
SECTION 7(b) OF THE FAIR LABOR STANDARDS ACT OF 1938

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1. Petitioner Teamsters Local No. 320
(Name and affiliation, if any)

2. Employer Wright County

3. Address of establishment 10 2nd Street NW, Rm 235
Buffalo, MN 55313

DO NOT WRITE IN THIS SPACE	
Case No. <u>18</u>	W. H. <u>22</u>
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4. Industry Public Employees -- Sheriff's Office Dispatchers

5. Petitioner and Employer have (have not) entered into a collective bargaining agreement. (If so, attach copies.)

6. Petitioner has (has not) been found to be the collective bargaining agent for employees at the above establishment in a proceeding under the National Labor Relations Act. (If so, state number of case: _____)

7. The following known labor organizations claim to represent employees at the above establishment:

<u>3001 University Ave SE, Mpls MN 55414</u> (Name of labor organization)	<u>December 31, 2011</u> (Contract expiration date, if any)
_____ (Name of labor organization)	_____ (Contract expiration date, if any)
_____ (Name of labor organization)	_____ (Contract expiration date, if any)

Subscribed and sworn to before me this
11 day of January, 2011
at 3001 University Avenue SE
Minneapolis MN 55414

By Brian Aldes, Business Agent
(Signature and title of petitioner's representative)
3001 University Ave SE, Mpls MN 55414
(Address)
612 378 8700
(Telephone number)

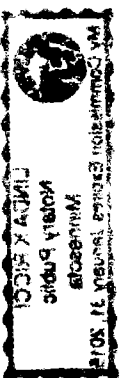
Linda K. Ricci
Notary Public



RECEIVED
HLRB REGION

2011 JAN 13 PM 12:03

MINNEAPOLIS, MINN.



UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

Wright County

and

Teamsters Local No. 320

Employer

Petitioner

Case 18-WH-22

DATE OF MAILING: January 14, 2011

AFFIDAVIT OF SERVICE OF Order to Show Cause dated January 14, 2011, and Petition dated January 13, 2011

I, the undersigned employee of the National Labor Relations Board, being duly sworn, depose and say that on the date indicated above I served the above-entitled document(s) upon the following persons, addressed to them at the following addresses:

Dick Mattson, Board Chair
Wright County
10 Second Street NW, Room 235
Buffalo, MN 55313

Brian Aldes, VP/Business Agent
Teamsters Local No. 320
3001 University Avenue S.E., Suite 500
Minneapolis, MN 55414

Subscribed and sworn to before me this 14th
day of January, 2011.

DESIGNATED AGENT

Carol M. Collins

NATIONAL LABOR RELATIONS BOARD

**UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD**

WRIGHT COUNTY

Employer

and

TEAMSTERS LOCAL NO. 320

Petitioner

Case 18-WH-22

ORDER TO SHOW CAUSE

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IT IS HEREBY ORDERED that all parties¹ in interest show cause, in writing, if any there be, filed with the undersigned on or before close of business on February 8, 2011, why the Petitioner should not be certified as bona fide.

Signed at Minneapolis, Minnesota, on the 14th day of January, 2011.



Marlin O. Osthus, Regional Director
National Labor Relations Board
Eighteenth Region
330 South Second Avenue, Suite 790
Minneapolis, MN 55401-2221

Attachment

¹ A copy of this Order shall be posted in conspicuous places at the Employer's premises through February 8, 2011.

UNITED STATES OF AMERICA
NATIONAL LABOR RELATIONS BOARD

REQUEST FOR CERTIFICATION OF REPRESENTATIVES AS BONA FIDE UNDER
SECTION 7(b) OF THE FAIR LABOR STANDARDS ACT OF 1938

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(Name and affiliation, if any)

2. Employer Wright County

3. Address of establishment 10 2nd Street NW, Rm 235
Buffalo, MN 55313

DO NOT WRITE IN THIS SPACE
Case No. 18 W. H. 22
Docketed January 13, 2011

4. Industry Public Employees -- Sheriff's Office Dispatchers

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7. The following known labor organizations claim to represent employees at the above establishment:

3001 University Ave SE, Mpls MN 55414
(Name of labor organization)

December 31, 2011
(Contract expiration date, if any)

(Name of labor organization)

(Contract expiration date, if any)

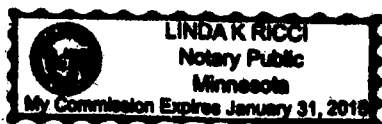
(Name of labor organization)

(Contract expiration date, if any)

Subscribed and sworn to before me this
11 day of January, 2011
at 3001 University Avenue SE
Minneapolis MN 55414

By Brian Aldes, Business Agent
(Signature and title of petitioner's representative)
3001 University Ave SE, Mpls MN 55414
(Address)
612 378 8700
(Telephone number)

Linda K. Ricci
Notary Public



UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

Wright County

Employer

and

Case 18-WH-22

Teamsters Local No. 320

Petitioner

DATE OF MAILING: January 14, 2011

AFFIDAVIT OF SERVICE OF Order to Show Cause dated January 14, 2011, and Petition dated January 13, 2011

I, the undersigned employee of the National Labor Relations Board, being duly sworn, depose and say that on the date indicated above I served the above-entitled document(s) upon the following persons, addressed to them at the following addresses:

Dick Mattson, Board Chair
Wright County
10 Second Street NW, Room 235
Buffalo, MN 55313

Brian Aldes, VP/Business Agent
Teamsters Local No. 320
3001 University Avenue S.E., Suite 500
Minneapolis, MN 55414

**Subscribed and sworn to before me this 14th
day of January, 2011.**

DESIGNATED AGENT
/s/ Carol M. Collins

NATIONAL LABOR RELATIONS BOARD

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD

Wright
~~NICOLET~~ COUNTY

Employer

Teamsters and Local No 320
~~LAW ENFORCEMENT LABOR SERVICES, INC.~~

Petitioner

22
Case 18-WH-15

*Petition
needs to be
attached.*

ORDER TO SHOW CAUSE

B 2010 Teamster Local No 320

On January ~~28, 2009~~, ~~Law Enforcement Labor Services, Inc.~~ filed a petition (a copy of which is attached) requesting a certification as a bona fide representative of certain employees of ~~Nicolet County~~ *Wright non-licensed essential* (essential non-licensed employees) under Section 7(b) of the Fair Labor Standards Act of 1938. Having duly considered the matter,

IT IS HEREBY ORDERED that all parties¹ in interest show cause, in writing, if any there be, filed with the undersigned on or before close of business on February ~~26, 2009~~ *8 2011*, why the Petitioner should not be certified as bona fide.

Signed at Minneapolis, Minnesota, on the 12th day of February, 2009



Attachment

Moo

Robert W. Chester
Robert W. Chester, Regional Director
National Labor Relations Board
Eighteenth Region
330 South Second Avenue, Suite 790
Minneapolis, MN 55401-2221

8 2011

¹ A copy of this Order shall be posted in conspicuous places at the Employer's premises through February ~~26, 2009~~ *2011*



**MINNESOTA TEAMSTERS PUBLIC & LAW ENFORCEMENT EMPLOYEES' UNION,
LOCAL NO. 320**



**AFFILIATED WITH
International Brotherhood of Teamsters**

Susan E. Mauren
Secretary-Treasurer

Joanne Derby
President

Brian Aldes
Vice President

Sami Gabriel
Recording Secretary

Marty Lamb
Trustee

Richard Wheeler
Trustee

Alston Dutchin
Trustee

January 6, 2011

Mr. Marlin O. Osthus
Regional Director
National Labor Relations Board
330 Second Ave S, Suite 790
Minneapolis Mn 55401-2221

RE: Request for Certification under Section 7(B)(2) of Fair Labor Standards Act

Dear Mr. Osthus:

I am writing to petition for a certification of government employees for the purpose of Section 7(B)(2) of the Fair Labor Standards Act (FLSA).

The employees requesting certification are Dispatchers for the County of Wright, Buffalo, Minnesota 55313. These employees are members of the Minnesota Teamsters Local No. 320. These employees meet the qualifications for certification as set forth in 7(B)(2) for 52 weeks/2,080 hours work period.

1. This Agreement is within the Collective Bargaining Agreement (CBA) which I have attached for your review.
2. Minnesota Teamsters Local #320 is certified as bona fide by the National Labor Board (NLRB).
3. Overtime is paid for all hours over 12 in a work day. Article 13 of the CBA.
4. Overtime is to be paid for all hours worked over 56 in the seven day period.
5. Employees will not work over 2,240 hours in a 52-week period.
6. Employees are guaranteed 1,840 hours of work per year at the normal number of hours per week, worked over 46 weeks as per CBA Article 12.1 employees work 2,080 in a 52 week period.

Mr. Marlin Osthus. NLRB
January 6, 2011

Page 2

Thank you for your consideration of this request. It is our understanding that once your office has reviewed this request, it will be forwarded to the NLRB in Washington, DC. Thank you for your assistance and, please, do not hesitate to contact me with any questions or concerns regarding this request.

Respectfully yours,

TEAMSTERS LOCAL #320

A handwritten signature in black ink, appearing to read "B. Aldes", written in a cursive style.

BRIAN ALDES
Vice-President / Business Agent

BA/mmt
opeiu#12
Enc.
Wright\GenCorr\MOsthus,NLRB

MINNEAPOLIS, MINN.

2011 JAN 13 PM 12:03

RECEIVED
HLRB REGION 18

C. THE 7(b) WORK PERIOD (1040/2080)

A somewhat obscure section of the FLSA allows employers to adopt 26 or 52 week work periods under certain circumstances. Under the 26 week period plan, employees may work no more than 1040 hours in a 26 week period.⁶ Under the 52 week period plan, employees may work no more than 2240 hours in a 52 week period.⁷

In order to avail oneself of the 7(b) work period, the employer must be party to a collective bargaining agreement with a labor organization certified as bona fide by the National Labor Relations Board (NLRB). Although the NLRB does not have jurisdiction over public entities, or public sector labor relations, DOL issued a letter ruling indicating the NLRB may issue certifications to public entities for purposes of establishing a 7(b) agreement.⁸ DOL states:

We have been advised by the NLRB that it has the authority to process petitions from labor organizations of government employees seeking certification as bona fide for purposes of sections 7(b)(1) and 7(b)(2) of FLSA. Petitions for such certification should be filed in an appropriate NLRB Regional Office where they will be processed and forwarded to the Board in Washington, D.C. Such certification can be a relatively routine matter, initiated by a letter of request to the Board.⁹

Specific requirements for the 1040 and 2080 plans follow.

1. The 26 Week / 1040 Hours Work Period

Requirements for this plan are:

- a. The agreement must be contained within a collective bargaining agreement or memorandum of understanding;
- b. The labor organization must be certified as bona fide by the NLRB;
- c. Overtime must be paid for all hours worked over 12 in a day;
- d. Overtime must be paid for all hours worked over 56 in a seven day period; and
- e. The employee must not work over 1040 hours in a 26 week period.

When calculating whether overtime is owed on the 12 hour per day, or 56 hour per week standard, the employee is entitled to the amount of overtime that yields the greatest benefit to the employee.¹⁰

2. The 52 Week / 2080 Hours Work Period

Requirements for this plan are:

- a. The agreement must be contained within a collective bargaining agreement or memorandum of understanding;
- b. The labor organization must be certified as bona fide by the NLRB;
- c. Overtime must be paid for all hours worked over 12 in a day;
- d. Overtime must be paid for all hours worked over 56 in a seven day period;
- e. The employee must not work over 2240 hours in a 52 week period;

- f. The employee must be guaranteed a minimum 1840 hours of work per year, at the normal number of hours per week, worked over 46 weeks; and
- g. When calculating whether overtime is owed on the 12 hour per day, or 56 hour per week standard, the employee is entitled to the amount of overtime that yields the greatest benefit to the employee.¹¹

D. THE 7(j) HOSPITAL WORK PERIOD

1. Introduction to the 7(j) Work Period

A special work period is available for the purposes of calculating overtime owed to employees working in "hospitals or an establishment which is ... primarily engaged in care of the sick, the aged, or the mentally ill or defective, who reside on the premises...."¹² The 7(j) period allows for the calculation of overtime based on hours worked over 80 in a 14-day period, provided that overtime is also paid based on hours worked over eight a day.

2. Requirements for a 7(j) Period

The 7(j) period has the following criteria:

- ▶ There must be an agreement or understanding between the employees and the employer¹³;
- ▶ The beginning and end of the 14-day period must be documented;
- ▶ Overtime must be paid for all hours worked either (a) more than 80 hours in the 14-day period; or (b) more than eight hours in a day¹⁴; and
- ▶ The employee must work in an institution that meets the requirements of the FLSA. Institutions that should qualify include: city, county and state hospitals, city, county and state mental institutions and nursing homes.¹⁵ The institution must provide residential care in order to qualify.¹⁶

LCF PRACTICE ADVISOR:

Employers should audit their work schedules to determine whether a 7(j) work schedule makes sense. If employees work over eight hours in a day, then it might be more economical simply to use the standard 7 day, 40 hour per week work period.

**COMMUNICATIONS WITH REGIONAL, SUBREGIONAL AND RESIDENT OFFICES
AND BOARD AGENTS BY E-MAIL**

E-MAIL COMMUNICATIONS: To encourage and facilitate the exchange of case handling information between the parties or their representatives and Board agents, individual Board agents' E-mail addresses will be made available to the parties. We encourage parties and/ or their representatives to provide the Regional, Subregional or Resident Office with their E-mail addresses. E-mail communications with a represented party generally will be through the party's attorney or other representative. If an outside party and/or its representative provides its E-mail address, Board agents will accept and send E-mail messages to arrange appointments, schedule witnesses and exchange other case-relevant information. Please note that a Board agent may be unable to access E-mails when he/she is away from the Regional office. If a party and/or its representative requests that communications not be sent by E-mail, Board agents will honor such request after receipt of the request in the Regional, Subregional or Resident Office.

E-MAIL DOCUMENTS: E-mails that contain a substantive discussion of the merits of a case, whether or not it contains attachments, are considered to be documents and must be submitted to the official E-mail box of the appropriate Regional, Subregional or Resident Office. The E-mail address for this office is:

Region18@nlrb.gov

The following are examples of documents that may be sent by E-mail to a Regional, Subregional or Resident Office:

Position Statements
Notices of Appearance
Requests for an Extension of Time For Filing
Of Documents Due to be Filed With
a Regional Director or Hearing Officer
Excelsior Lists
Observer Designations
Requests To Proceed
Withdrawal Requests
Disclaimers of Interests

Documents should be in a "read only" format that ensures that the attachment may not be modified or altered. Because documents sent to a Regional, Subregional or Resident Office by E-mail may, on occasion, not be received by that office either because of an incorrect E-mail address, computer viruses or other technical problems, a hard copy of a document submitted to a Regional, Subregional or Resident Office by E-mail must always also be mailed or faxed to that office.

ATTACHMENTS: The NLRB utilizes the Microsoft Office suite of software. An attachment to an E-mail message sent to a Regional, Subregional or Resident Office must be in an electronic format that may be opened, read and printed by that office. Microsoft WORD documents must bear the suffix ".doc"; other documents must be named in a fashion to permit their recognition by the Microsoft suite of software, e.g., ".ppt" (PowerPoint) or ".xls" (Excel). The responsibility for the receipt and usability of a document rests exclusively upon the sender.



RICHARD W. NORMAN
County Coordinator

COUNTY OF WRIGHT

10 2nd Street NW, RM 235
Buffalo, Minnesota 55313-1188
www.co.wright.mn.us

Tel: (763) 682-7378
1-800-362-3667
Fax: (763) 682-6178
Jobline: (763) 682-7454

COMMISSIONERS

ROSE THELEN
First District
PAT SAWATZKE
Second District
JACK RUSSEK
Third District
ELMER EICHELBERG
Fourth District
DICK MATTSON
Fifth District

December 14, 2010

Martin O. Osthus
National Labor Relations Board
330 Second Ave. S., Suite 790
Minneapolis MN 55401-2221

Dear Mr. Osthus:

Wright County is in full agreement with Teamsters Local 320's effort to obtain a certification for our 911 Dispatchers under Section 7(B) (2) of the Fair Labor Standards Act.

In reviewing the Collective Bargaining Agreement between Wright County and the Teamsters, we feel that we are in compliance with all requirements needed to receive this certification.

Sincerely,

Dick Mattson
Wright County Board Chair

srb

RECEIVED
NLRB REGION 1
2011 JAN 13 PM 12:03
MINNEAPOLIS, MINN.



BUREAU OF MEDIATION SERVICES

State of Minnesota

**IN THE MATTER OF A PETITION
FOR CLARIFICATION OF AN
APPROPRIATE UNIT**

April 12, 2000

Minnesota Teamsters Public and Law Enforcement Employees Union, Local No. 320,
Minneapolis, Minnesota

- and -

County of Wright, Buffalo, Minnesota

BMS Case No. 00-PCL-393

PREPARED BY: Janet L. Johnson
Hearing Officer

AMENDMENT OF APPROPRIATE UNIT ORDER

INTRODUCTION

On October 5, 1999, the State of Minnesota, Bureau of Mediation Services (Bureau), received a petition filed by the County of Wright, Buffalo, Minnesota (County). The petition requested amendment of the appropriate unit of non-licensed Communication Officers to include all non-licensed essential employees of the Wright County Sheriff's Department. The petition listed Minnesota Teamsters Public and Law Enforcement Employees Union, Local No. 320, Minneapolis, Minnesota (Local 320) and Law Enforcement Labor Services, Inc., St. Paul, Minnesota (LELS) as interested parties to this petition.

BACKGROUND

On August 17, 1993, under BMS Case No. 93-PCE-1727, Local 320 was certified as the exclusive representative for certain employees of the County falling within the following unit:

All Communications Officers (Police Dispatchers), employed by the County of Wright, Buffalo, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory, confidential, and all other employees.

The Communications Officers (Police Dispatchers), are non-licensed essential employees.

On February 1, 2000, under BMS Case No. 00-PRE-252, Local 320 was certified as the exclusive representative for certain employees of the County falling within the following unit:

All non-licensed essential employees of the Wright County Sheriff's Department, Buffalo, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory, confidential, and licensed essential employees.

In the petition filed by the County, it was requested that the above two units, both certified to Local 320, be incorporated into a single unit of non-licensed essential employees.

AGREEMENT OF THE PARTIES

On Tuesday, April 11, 2000, the Bureau received communication from Janet Straub, Business Agent, on behalf of Local 320, agreeing to the request of the County in its October 5, 1999, Unit Clarification Petition.

ISSUE

Is the agreement of the parties appropriate?

FINDING AND ORDERS

1. The agreement of the parties is appropriate.
2. The bargaining units certified to Local 320 on August 17, 1993 (BMS Case No. 93-PCE-1727) and February 1, 2000 (BMS Case No. 00-PRE-252) shall be incorporated into one non-licensed essential unit.

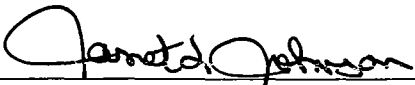
3. Minnesota Teamsters Public and Law Enforcement Employees Union, Local No. 320, Minneapolis, Minnesota, is the certified exclusive representative for the non-licensed essential employees of the County of Wright, Buffalo, Minnesota, falling within the following appropriate unit:

All non-licensed essential employees employed by the County of Wright, Buffalo, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory, confidential, and all other employees.

4. The above-described appropriate unit includes Communications Officers (Police Dispatchers) and all other non-licensed essential employees of the County.
5. The County shall post this Order at the work locations of all employees involved.

STATE OF MINNESOTA
Bureau of Mediation Services

LANCE TEACHWORTH
Commissioner



JANET L. JOHNSON
Hearing Officer

JLJ

cc: Richard Norman (2)
(Includes Posting Copy)
Frank Madden
Janet Straub
Brian Aldes
Daniel Wells

RECEIVED
HLRB REGISTRATION
2011 JAN 13 PM 12:04
MINNEAPOLIS, MINN.



BUREAU OF MEDIATION SERVICES

State of Minnesota

**IN THE MATTER OF A PETITION FOR DETERMINATION
OF AN APPROPRIATE UNIT AND CERTIFICATION AS
EXCLUSIVE REPRESENTATIVE**

February 1, 2000

Law Enforcement Labor Services, Inc., St. Paul, Minnesota

- and -

Minnesota Teamsters Public and Law Enforcement Employees Union, Local No. 320,
Minneapolis, Minnesota

- and -

County of Wright, Buffalo, Minnesota

BMS Case No. 00-PRE-252

PREPARED BY: Geraldine A. Ryan
Representation Specialist

CERTIFICATION OF EXCLUSIVE REPRESENTATIVE

The tabulated results of a **representation** election conducted in the above-captioned matter by an agent of the Bureau of Mediation Services reveal that a new exclusive representative has been selected:

ELIGIBLE EMPLOYEES	(28)
VOTES FOR LAW ENFORCEMENT LABOR SERVICES, INC. (Incumbent)	(6)
VOTES FOR MN TEAMSTERS, LOCAL NO. 320 (Petitioner)	(19)
 TOTAL VOTES TABULATED	 (25)

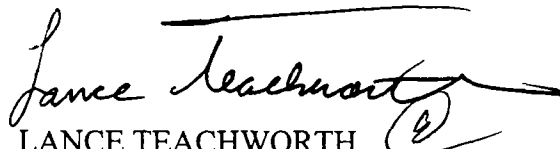
Based on these election results, **IT IS CERTIFIED THAT MINNESOTA TEAMSTERS
PUBLIC AND LAW ENFORCEMENT EMPLOYEES UNION, LOCAL NO. 320,
MINNEAPOLIS, MINNESOTA**, is the exclusive representative for the employees falling
within the appropriate unit of:

Certification of Exclusive Representative
BMS Case No. 00-PRE-252
Page 2...February 1, 2000

All non-licensed essential employees of the Wright County Sheriff's Department, Buffalo, Minnesota, who are public employees within the meaning of Minn. Stat. 179A.03, subd. 14, excluding supervisory, confidential, and licensed essential employees.

The Maintenance of Status Quo Order issued by the Bureau on November 23, 1999, is hereby lifted in its entirety.

STATE OF MINNESOTA
Bureau of Mediation Services


LANCE TEACHWORTH
Commissioner

gar

cc: Brian Aldes
Richard Norman (2)
(Includes Posting Copy)
Daniel Wells
Frank Madden
Janet Straub

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MINNEAPOLIS, MINN.

LABOR AGREEMENT

BETWEEN

WRIGHT COUNTY

AND

MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT
EMPLOYEES' UNION, LOCAL NO. 320

NON-LICENSED ESSENTIAL SHERIFF STAFF

JANUARY 1, 2009 - DECEMBER 31, 2011

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LABOR AGREEMENT
BETWEEN
WRIGHT COUNTY
AND
MINNESOTA TEAMSTERS PUBLIC AND LAW ENFORCEMENT
EMPLOYEES' UNION, LOCAL NO. 320

ARTICLE I PURPOSE OF AGREEMENT

This Agreement is entered into between the Wright County Board, hereinafter called the EMPLOYER, and the Minnesota Teamster's Public and Law Enforcement Employees' Union, Local No. 320, hereinafter called the UNION. The intent and purpose of this Agreement is to:

- 1.1 Establish procedures for the resolution of disputes concerning this Agreement's interpretation and/or application; and
- 1.2 Place in written form the parties' full and complete agreement upon terms and conditions of employment for the duration of the Agreement.

ARTICLE II RECOGNITION

The EMPLOYER recognizes the UNION as the exclusive representative for all Non-Licensed Essential employees of the Wright County Sheriff's Department who are public employees within the meaning of Minn. Stat. 179A.03, Subd. 14, hereinafter referred to as the Act, excluding supervisory, confidential and licensed essential employees.

ARTICLE III DEFINITIONS

- 3.1 UNION: Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.
- 3.2 EMPLOYER: Wright County Board.
- 3.3 UNION MEMBER: A member of Minnesota Teamsters Public and Law Enforcement Employees' Union, Local No. 320.
- 3.4 EMPLOYEE: A member of the exclusively recognized bargaining unit.
- 3.5 BASE PAY RATE: The employee's hourly pay rate exclusive of any special allowances.
- 3.6 CALL BACK: Return of an employee to a specified work site to perform assigned duties at the express authorization of the EMPLOYER at a time other than an

assigned shift. An extension of or early report to an assigned shift is not a call back.

- 3.7 STRIKE: Concerted action in failing to report for duty, the willful absence from one's position, the stoppage of work, slowdown, or abstinence in whole or in part from the full, faithful and proper performance of the duties of employment for the purposes of inducing, influencing or coercing a change in the conditions or compensation or the rights, privileges or obligations of employment.
- 3.8 IMMEDIATE FAMILY: Immediate family shall include the employee's spouse, children, parents, siblings, spouse's parents, spouse's siblings, grandparents, grandchildren, and legal ward.
- 3.9 ACT: The Minnesota Public Employment Labor Relations Act of 1971, as amended.
- 3.10 PART-TIME EMPLOYEE: An employee scheduled on a continuing basis working less than forty (40) hours per week or less than eight (8) hours per day.
- 3.11 ANNIVERSARY DATE: The date a person achieves permanent status in a job classification.
- 3.12 PERMANENT STATUS: The satisfactory completion of a one (1) year or six (6) month probation period depending on job classification and in which the employee has not previously achieved permanent status.
- 3.13 TEMPORARY EMPLOYEE: An employee hired on a temporary basis to replace a regular employee who is on a medical leave of absence or who has been assigned to a special project. Temporary employee shall include a special project employee who is hired on a grant or other special project basis where the employee has little prospect for permanent employment. Such employees shall earn the salary rate set forth in Appendix A for temporary employees and shall not receive any other benefits or seniority.
- 3.14 SEASONAL EMPLOYEE: An employee hired on a seasonal basis, for period not to exceed seven (7) months (except under exceptional circumstances, such period may be extended for up to two (2) additional months upon written notice to the UNION and the employee), as designated by the Employer, in a position with little prospect for permanent employment. Such employees shall earn the salary rate set forth in Appendix A for seasonal or temporary employees and shall not receive any other benefits.
- 3.15 OVERTIME: Work performed at the express authorization of the employer in excess of the employee's scheduled shift.
- 3.16 PERMANENT EMPLOYEES: A member of the exclusively recognized bargaining unit who has completed a probationary period and is working more than fourteen

(14) hours per week or more than sixty-seven (67) days per year.

- 3.17 CONTINUOUS SERVICE: Full-time unceasing service from last date of hire, including approved leaves of absence. An employee shall be given credit for prior continuous service upon return from layoff, if return was upon recall, as established by the Employer.
- 3.18 DAYS: Unless otherwise indicated, this means working days.
- 3.19 PROMOTION: A change of an employee from a position of one work classification to a position in another work classification with more responsible duties and higher compensation.
- 3.20 TRANSFER: A change of an employee from one position to another position in the same work classification or to another work classification in the same compensation range. Transfer usually involves the performance of similar duties and requires essentially the same basic qualifications.

ARTICLE IV UNION SECURITY

In recognition of the UNION as the exclusive representative, the EMPLOYER shall:

- 4.1 Deduct each payroll period an amount sufficient to provide the payment of dues established by the union from the wages of all employees authorizing in writing such deduction, and
- 4.2 Remit such deduction to the appropriate designated officer of the UNION.
- 4.3 The UNION may designate certain employees from the bargaining unit to act as stewards and shall inform the EMPLOYER in writing of such choice.
- 4.4 The UNION agrees to indemnify and hold the EMPLOYER harmless against any and all claims, suits, orders, or judgments brought or issued against the County as a result of any action taken or not taken by the County under the provisions of this Article.
- 4.5 The EMPLOYER agrees that during the life of this Agreement the EMPLOYER will not lock out the employees.
- 4.6 Bulletin Boards
 - A. The EMPLOYER agrees to allow the UNION the use of designated bulletin board space for the purpose of posting notices of UNION meetings, notice of UNION elections, results of UNION elections and appointments and other official UNION business and UNION recreation or social affairs.

B. No information may be posted which represents derogatory attacks directed against any employee, the EMPLOYER, or information concerning candidates for any public office or UNION office.

ARTICLE V EMPLOYER SECURITY

The UNION agrees that during the life of this Agreement it will not cause, encourage, participate in or support any strike, slow down, other interruption of, or interference with normal functions of the EMPLOYER.

ARTICLE VI EMPLOYER AUTHORITY

- 6.1 The EMPLOYER retains the full and unrestricted right to operate and manage all manpower, facilities and equipment; to establish functions and programs; to set and amend budgets; to determine the utilization of technology; to establish and modify the organizational structure; to select, direct and determine the number of personnel; to establish work schedules, and to perform any inherent managerial function not specifically limited by this Agreement.
- 6.2 Any term and condition of employment not specifically established or modified by the Agreement shall remain solely within the discretion of the EMPLOYER to modify, establish, or eliminate.

ARTICLE VII EMPLOYEE RIGHTS-GRIEVANCE PROCEDURE

- 7.1 Definition of a Grievance. A grievance is defined as a dispute or disagreement as to the interpretation or application of the specific terms and conditions of this Agreement.
- 7.2 Union Representatives. The EMPLOYER will recognize representatives designated by the UNION as the grievance representatives of the bargaining unit having the duties and responsibilities established by this Article. The UNION shall notify the EMPLOYER in writing of the names of such UNION representatives and of their successors when so designated.
- 7.3 Processing of a Grievance. It is recognized and accepted by the UNION and the EMPLOYER that the processing of grievances as hereinafter provided is limited by the job duties and responsibilities of employees and shall therefore be accomplished during normal working hours only when consistent with such employee duties and responsibilities. The aggrieved employee and the UNION Representative shall be allowed a reasonable amount of time without loss in pay when a grievance is investigated and presented to the EMPLOYER during normal working hours provided the employee and the UNION Representative have notified and received the approval of the designated supervisor.

- 7.4 Procedure. An employee shall be allowed Union representation at any step of the discipline procedure or any investigation which could lead to disciplinary action. The Employer shall have no obligation to inform or advise an employee of the provisions of this Section. Grievances, as defined by Section 7.1, shall be resolved in conformance with the following procedure:

Step 1. An employee claiming a violation concerning the interpretation or application of this Agreement shall, within twenty-one (21) calendar days after such alleged violation has occurred, present such grievance to the employee's supervisor as designated by the EMPLOYER. The EMPLOYER designated representative will discuss and give an answer to such Step 1 grievance within seven (7) calendar days after receipt. A grievance not resolved in Step 1 and appealed to Step 2 shall be placed in writing setting forth the nature of the grievance, the facts on which it is based, the provision or provisions of the Agreement allegedly violated, and the remedy requested and shall be appealed to Step 2 within ten (10) calendar days after the EMPLOYER designated representative's final answer in Step 1. Any grievance not appealed in writing to Step 2 by the UNION within ten (10) calendar days shall be considered waived.

Step 2. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER designated Step 2 representative. The EMPLOYER designated representative shall give the UNION the EMPLOYER'S Step 2 answer in writing within seven (7) calendar days after receipt of such Step 2 grievance. A grievance not resolved in Step 2 may be appealed to Step 3 within ten (10) calendar days following the EMPLOYER designated representative's final Step 2 answer. Any grievance not appealed in writing to Step 3 by the UNION within ten (10) calendar days shall be considered waived.

Step 3. If appealed, the written grievance shall be presented by the UNION and discussed with the EMPLOYER designated Step 3 representative. The EMPLOYER designated representative shall give the UNION the EMPLOYER'S answer in writing within seven (7) calendar days after receipt of such Step 3 grievance. A grievance not resolved in Step 3 may be appealed to Step 4 within fifteen (15) calendar days following the EMPLOYER designated representative's final answer in Step 3. Any grievance not appealed in writing to Step 4 by the UNION within fifteen (15) calendar days shall be considered waived.

Step 4. A grievance unresolved in Step 3 and appealed in Step 4 shall be submitted to arbitration subject to the provisions of the Act. The selection of an arbitrator shall be made in accordance with the "Rules Governing the Arbitration of Grievances" as established by the Public Employment Relations Board.

7.5 Arbitrator's Authority

- A. The arbitrator shall have no right to amend, modify, nullify, ignore, add to, or

subtract from the terms and conditions of this Agreement. The arbitrator shall consider and decide only the specific issue(s) submitted in writing by the EMPLOYER and the UNION, and shall have no authority to make a decision on any other issue not so submitted.

B. The arbitrator shall be without power to make decisions contrary to, or inconsistent with, or modifying or varying in any way the application of laws, rules or regulations having the force and effect of law. The arbitrator's decision shall be submitted in writing within thirty (30) days following close of the hearing or the submission of briefs by the parties, whichever be later, unless the parties agree to an extension. The decision shall be binding on both the EMPLOYER and the UNION and shall be based solely on the arbitrator's interpretation or application of the express terms of this Agreement and to the facts of the grievance presented.

C. The fees and expenses for the arbitrator's services and proceedings shall be borne equally by the EMPLOYER and the UNION provided that each party shall be responsible for compensating its own representatives and witnesses. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record. If both parties desire a verbatim record of the proceedings the cost shall be shared equally.

7.6 Waiver. If a grievance is not presented within the time limits set forth above, it shall be considered "waived." If a grievance is not appealed to the next step within the specified time limit or any agreed extension thereof, it shall be considered settled on the basis of the EMPLOYER'S last answer. If the EMPLOYER does not answer a grievance or an appeal thereof within the specified time limits, the UNION may elect to treat the grievance as denied at that step and immediately appeal the grievance to the next step. The time limit in each step may be extended by mutual agreement of the EMPLOYER and the UNION.

7.7 Choice of Remedy. If, as a result of the written Employer Response at Step 3, the grievance remains unresolved and if the grievance involves the suspension, demotion or discharge of an employee who has completed the required probationary period, the grievance may be appealed either to Step 4 of Article VII, or a procedure such as veterans' preference or human rights, if by law they can appeal. If appealed to any procedure other than Step 4 or Article VII, the grievance is not subject to the arbitration procedure as provided in Step 4 of Article VII. The grieved employee shall indicate in writing which procedure is to be utilized - Step 4 of Article VII or another appeal procedure - and shall sign a statement to the effect that the choice of any other hearing precludes the grieved employee from making a subsequent appeal through Step 4 of Article VII. *Except with respect to statutes under the jurisdiction of the United States Equal Employment Opportunity Commission, an Employee pursuing a statutory remedy is not precluded from also pursuing an appeal under this grievance procedure.* If a court of competent jurisdiction rules contrary to Board of Governors, or if Board of Governors is

judicially or legislatively overruled, the italicized portion of this section shall be deleted.

ARTICLE VIII SAVINGS CLAUSE

This Agreement is subject to law. In the event any provision of this Agreement shall be held to be contrary to law by a court of competent jurisdiction from whose final judgment or decree no appeal has been taken within the time provided, such provision shall be voided. All other provisions of this Agreement shall continue in full force and effect. The voided provision may be renegotiated at the request of either party.

ARTICLE IX WORK SCHEDULES

- 9.1 The sole authority in work schedules is the EMPLOYER. The normal work day for an employee shall be eight (8) consecutive hours. The normal work week shall be forty (40) hours within a seven day work period.
- 9.2 Service to the public may require the establishment of regular shifts for some employees on a daily, weekly, seasonal, or annual basis. The EMPLOYER will give one (1) week advance notice to the employees affected by the establishment of work days different from the employee's normal eight (8) hour work day. In the event that work is required because of unusual circumstances no advance notice need be given. Each employee has an obligation to work overtime or call backs if requested unless unusual circumstances prevent him/her from so working.
- 9.3 Nothing contained in this or any other Article shall be interpreted to be a guarantee of a minimum or maximum number of hours the EMPLOYER may assign employees.
- 9.4 Correctional Officers and Correctional Sergeants shall be subject to the following FLSA regulations: those on a 5-2 schedule can work up to 43 hours in a 7 day period (excluding an extension of shifts, holidays and authorized leave time) before eligible for overtime pay. Those employees working a 6-3 schedule can work up to 171 hours in a 28 day period with the above exclusions before eligible for overtime pay. A full-time employee's benefits shall be based on a work year of 2,080 hours. These hours will be accounted for by each Correctional Officer and Correctional Sergeant through:
 - (a) Hours worked on assigned shifts;
 - (b) Holidays;
 - (c) Assigned training; and
 - (d) Authorized leave time.

ARTICLE X OVERTIME PAY

- 10.1 For employees in the job classifications of Corrections Sergeant, Corrections Officer, and other classifications covered by the "7K" partial exemption allowed by the Fair Labor Standards Act (FLSA), overtime hours shall be defined as those hours worked (excluding holidays and authorized leave time) in excess of the scheduled shift. Such overtime hours shall be compensated for at one and one-half (1½) times the employee's regular hourly rate of pay. Employees in job classifications not covered by the "7K" exemption will be compensated at one and one-half (1½) times the employee's regular hourly rate of pay for hours worked (excluding holidays, and authorized leave time) in excess of the scheduled shift or forty (40) hours within the seven (7) day work period. Changes of shifts do not qualify an employee for overtime under this Article.
- 10.2 Overtime will be distributed as equally as practicable within job classifications.
- 10.3 Overtime refused by employees will, for record purposes under Article 10.2, be considered as unpaid overtime worked.
- 10.4 For the purpose of computing overtime compensation, overtime hours worked shall not be pyramided, compounded, or paid twice for the same hours worked.
- 10.5 An employee who is called to duty during their scheduled off-duty time shall receive a minimum of two (2) hours' pay at one and one-half (1-1/2) times the employee's base pay rate. An extension or early report to a regularly scheduled shift for duty does not qualify the employee for the two (2) hour minimum.

ARTICLE XI RIGHT OF SUBCONTRACT

Nothing in this Agreement shall prohibit or restrict the right of the EMPLOYER from subcontracting work performed by employees covered by this Agreement.

ARTICLE XII DISCIPLINE

- 12.1 The EMPLOYER will discipline employees for just cause only. Discipline will be in one or more of the following forms:
 - (a) oral reprimand;
 - (b) written reprimand;
 - (c) suspension;
 - (d) demotion; or
 - (e) discharge.
- 12.2 Suspensions, demotions and discharges will be in written form.

- 12.3 Written reprimands, notices of suspension, and notices of discharge which are to become part of an employee's personnel file shall be read and acknowledged by signature of the employee. Employees and the UNION will receive a copy of such reprimands and/or notices.
- 12.4 Employees may examine their own individual personnel files at reasonable times under the direct supervision of the EMPLOYER.
- 12.5 Employees will not be questioned concerning an investigation of disciplinary action unless the employee that is the subject of the investigation has been given an opportunity to have a Union representative present at such questioning.
- 12.6 Grievances related to this Article shall be initiated by the Union at Step 3 of the grievance procedure of Article.

XIII SENIORITY

- 13.1 Employee seniority is the length of continuous service with the EMPLOYER. Employee seniority is broken by a voluntary quit, retirement, or discharge for cause.
- 13.2 Job classification seniority is the length of service within a job classification.
- 13.3 Reduction of Work Force. Employees will be reduced on the basis of job classification seniority. Employees will be recalled within job classifications on the basis of job classification seniority. An employee on lay off shall have an opportunity to return to work within the job classification from which the employee was reduced or laid off for a two (2) year period from the time of reduction or lay off, before any new employee is hired or promoted. Any employee on lay off who is notified at the employee's last known address by registered mail to return to work, and who fails to return within twelve (12) work days, shall be considered to be a voluntary termination.

ARTICLE XIV PROBATIONARY PERIODS

- 14.1 All newly hired, rehired, or promoted employees will serve a one (1) year probationary period.
- 14.2 At any time during the probationary period a newly hired or rehired employee may be terminated at the sole discretion of the EMPLOYER. Terminated employees will be given written reasons for the termination.

ARTICLE XV JOB POSTING-PROMOTIONS

- 15.1 Permanent vacancies in job classifications listed in ARTICLE II of this Agreement shall be posted. Employees shall have seven (7) calendar days after posting to

complete application for such vacancies. The applicant with the highest qualifications will be chosen for the vacancy.

- 15.2 All promoted employees shall serve a six (6) month or one (1) year trial period depending on their job classification. During the trial period a promoted employee may be replaced in his/her previously held job classification at the sole discretion of the EMPLOYER.

ARTICLE XVI HOSPITAL/MEDICAL/LIFE/LTD/STD

- 16.1 The EMPLOYER shall contribute, as of March 1, 2009, Eight Hundred Forty-Five dollars and Forty Cents (\$845.40) per month per employee for health insurance including dependent coverage, long term disability and short term disability. As of March 1, 2010, the employers contribution will increase to Eight Hundred and Ninety-Five dollars and Forty Cents (\$895.40) per employee per month. As of March 1, 2011, the employers contribution will increase to Nine Hundred and Forty-Five dollars and Forty Cents (\$945.40) per month per employee. During the duration of this Agreement, if the County elects to implement a Cafeteria Plan, the County and Union agree to enter into a memorandum of agreement regarding implementation. Employees shall be eligible for health insurance coverage the first day of the month following the date of hire.
- 16.2 Effective 3/1/01, the Employer will provide life insurance coverage in the amount of \$10,000.

ARTICLE XVII HOLIDAYS

- 17.1 The following days will be observed as paid holidays:

New Year's Day	January 1
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4
Labor Day	First Monday in September
Veterans' Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Fourth Friday in November
Christmas Day	December 25

- 17.2 Holiday Pay. Eligible employees shall receive eight (8) hours' pay for each of the holidays listed above on which they perform no work.
- 17.3 Observance. Holidays will be observed on the day that the actual holiday falls.

- 17.4 Eligibility Requirements. To qualify for a paid holiday employees must work their last scheduled work day before the holiday and the first scheduled work day following the holiday. Employees on prior approved paid absence as provided by this Agreement shall be considered to have worked the day before or after a holiday.
- 17.5 If a civilian communication officer works on any of the above holidays, the employee shall be paid double time for all hours worked in addition to holiday pay. Other employees scheduled to work their scheduled shift on one of the holidays listed above shall receive their regular pay plus time and one-half (1½) the employee's base pay for the holiday work.
- 17.6 In addition to the holidays listed in 17.1, a "floating" holiday will be granted to be scheduled with the permission of the employee's supervisor. The "floating" holiday may be taken in one, eight-hour increment or two, four-hour increments. The "floating" holiday must be taken during the calendar year in which it is earned or it will be forfeited. Employees who use the floating holiday during the probationary period and fail to complete the probationary period for any reason, will have the hours used deducted from their final paycheck.

ARTICLE XVIII VACATIONS

- 18.1 Eligibility and Allowance Full-time employees shall earn paid vacation based on years of continuous service with the EMPLOYER in accordance with the following schedule:

0 through 3 years-	96 Hours
4 through 5 years-	104 Hours
6 through 15 years-	128 Hours
During the 16th year employee shall earn -	136 Hours
During the 17th year employee shall earn -	144 Hours
During the 18th year employee shall earn -	152 Hours
During the 19th year employee shall earn -	160 Hours
During the 20th year employee shall earn -	168 Hours

Vacation accrues on a per pay period basis. New hires who work less than a full two weeks the first pay period shall have their benefit accrual rate pro-rated.

- 18.2 Probationary Period and Accumulation Employees shall accumulate vacation during the probationary period based on original hire or rehire, but shall not be eligible to take vacation until the completion of the probationary period. Employees terminated during the probationary period shall not be compensated for accumulated vacation.

- 18.3 Vacation Pay The rate of vacation pay shall be the employee's regular straight-time rate of pay in effect for the employee's regular job on the regular work day immediately preceding the employee's vacation period.
- 18.4 Vacations shall be taken at a time approved by the EMPLOYER.
- 18.5 Holiday During Vacation Period If a holiday, as defined elsewhere in the Holiday Article, occurs during the calendar week in which a vacation is taken by an employee, the employee shall not be charged vacation on the day of the holiday.
- 18.6 Vacation Rights in Case of Lay Offs or Separation Any employee who is laid off, discharged, or who separates from the service of the EMPLOYER for any reason prior to taking their vacation shall be compensated in cash for the unused vacation accumulated at the time of separation.
- 18.7 One hundred sixty (160) hours of accumulated vacation may be carried over from one year to the next for Employees in the Communication Officer classifications. Employees in the Correctional Officer classifications shall be allowed to carry over one and one-half (1½) times their annually earned vacation time. Vacation accrual shall be based on continuous service.
- 18.8 Vacation Requests. Preference in scheduling shall be based on the order in which vacation requests are received. In the event a scheduling conflict occurs, seniority shall be the determining factor in granting vacation time off, when all factors are equal.

When a vacation request is submitted, a copy of the Employee Time Request form that the Employee turned in will be returned to the Employee either approved or not approved within fourteen (14) days. If there are subsequent requests for the same days off, the response will be pending for the subsequent requests until the schedule for that time period is complete.

ARTICLE XIX SICK LEAVE

19.1 Allowance and Accumulation.

A. Employees shall earn 3.69 hours of sick leave per pay period.

B. Employees in the Civilian Communication Officer classifications shall start to earn sick leave from their date of hire, and shall accumulate sick leave to a maximum of eight hundred (800) hours. Correctional Officers, Correction Sergeants and Program Staff shall be allowed to accumulate sick leave to a maximum of nine hundred twenty (920) hours.

C. Employees shall use sick leave in multiples of one-half (1/2) hour.

19.2 Use of Sick Leave. Earned sick leave may be used for absences from work necessitated by the following circumstances:

A. Because of sickness or injury to an employee which renders the employee unable to perform the duties of employment;

B. Because of quarantine directed by a medical physician;

C. Serious illness (when required to be in attendance) in the immediate family (mother, father, spouse, children).

19.3 Abuse of Sick Leave. Use of the sick leave benefits for reasons other than those stated in Section 19.2 of this Article shall be just cause for disciplinary action as provided by ARTICLE XII (DISCIPLINE). The Employer, at its discretion, may require a doctor's certificate showing the nature of any injury, illness and/or an evaluation of the necessity of such absence.

19.4 Catastrophic Sick Bank. When communications staff has eight hundred (800) hours and jail staff has 920 hours accumulated in the regular sick leave bank, he/she shall accumulate additional time in a catastrophic sick leave bank at the rate of 1.85 hours per pay period. The catastrophic sick bank cannot exceed one hundred twenty (120) hours. Sick leave in the catastrophic sick leave bank may be utilized for serious illness or injury when the regular sick leave bank has been exhausted.

19.5 FAMILY AND MEDICAL LEAVE ACT. Employees shall be eligible for leaves of absence in accordance with the Federal Family Medical Leave Act and applicable state statutes and County policy.

ARTICLE XX BEREAVEMENT LEAVE

20.1 Funeral attendance not to exceed twenty-four (24) hours for death in the immediate family including brother-in-law, sister-in-law, son-in-law, daughter-in-law, father-in-law, mother-in-law, grandparents or grandchildren shall not be counted against sick leave.

ARTICLE XXI WORK OUT OF CLASSIFICATION

Employees assigned by the EMPLOYER to assume the full responsibilities and authority of a higher job classification shall receive the salary schedule of the higher classification (the next higher dollar step in the classification of that job above the employee's own rate of pay) after five (5) consecutive work days in the higher classification for the duration of the assignment.

ARTICLE XXII WAIVER

- 22.1 Any and all prior agreements, resolutions, practices, policies, rules and regulations regarding terms and conditions of employment, to the extent inconsistent with the provisions of this Agreement are hereby superseded.
- 22.2 The parties mutually acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any term or condition of employment not removed by law from bargaining. All agreements and understandings arrived at by the parties are set forth in writing in this Agreement for the stipulated duration of this Agreement. The EMPLOYER and the UNION each voluntarily and unqualifiedly waives the right to meet and negotiate regarding any and all terms and conditions of employment referred to or covered in this Agreement or with respect to any term or condition of employment not specifically referred to or covered by this Agreement, even though such terms or conditions may not have been within the knowledge or contemplation of either or both parties at the time this contract was negotiated or executed.
- 22.3 This Agreement may be amended by the mutual agreement of the EMPLOYER and the UNION during the life of the Agreement.

ARTICLE XXIII UNIFORMS

- 23.1 The Employer will provide Correctional Officers and Correctional Sergeants \$400 for initial issue and each year thereafter shall receive \$575 on January 31, 2009, 2010, and 2011.
- 23.2 If an employee is terminated after receiving the full uniform allowance and before serving the twelve month period (January to December), the pro-rated share of unearned uniform allowance will be deducted from the last paycheck or uniforms in value equivalent to the amount of the uniform allowance provided the employee may be turned into the Sheriff in lieu of the cash deduction.
- 23.3 Uniforms damaged in the line of duty through no fault of the employee shall be replaced by the Employer. This shall include eyewear and prosthetics.

ARTICLE XXIV, COURT TIME

An employee who is required to appear in Court during the employee's schedule off-duty time shall receive a minimum of two (2) hours' pay at one and one-half (1½) times the Employee's base pay rate. Pay at one and one-half (1½) times the Employee's base pay rate shall also be paid to the employee if the court appearance scheduled during the employee's off-duty time is canceled after 10:30 A.M. the day of the scheduled court appearance. An extension of or an early report to a regularly scheduled shift for Court appearance qualifies the employee for the two (2) hour minimum.

ARTICLE XXV, INJURY ON DUTY

- 25.1 Employees injured while on duty through no fault of the Employee shall be paid the difference between the Employee's regular rate of pay and any Worker's Compensation benefits for a period not to exceed sixty (60) working days beginning with the fourth (4th)

working day of such injury. Such time shall not be charged against the Employee's sick leave, vacation or other accumulated benefits.

- 25.2 Injury on duty benefits shall be limited to injuries directly resulting from contact with jail inmates.

ARTICLE XXVI, GENERAL PROVISIONS

- 26.1 Employees achieving permanent status in a job classification will be granted a one-step salary adjustment as provided in Schedule "A" attached.
- 26.2 Any employee who fails to achieve permanent status following promotion to a new classification will revert to his/her previously held job classification and anniversary date.
- 26.3 Part-time Pro-Rated Benefits. Any part-time employee who is covered by this agreement and is subject to the provisions of P.E.L.R.A., M.S. 179A.01 et seq., shall receive pro-rated benefits based on the number of hours of their job appointment. Benefits is defined as holidays, insurance, vacation and sick leave for purposes of this Agreement.
- 26.4 No employee shall receive a reduction in salary as a result of acceptance of a promotion.
- 26.5 Employees may be granted unpaid leaves of absence by written request at the sole discretion of the EMPLOYER. An employee who has been employed for at least one (1) year and who has worked for a least 1,250 hours in the twelve (12) month period immediately preceding the commencement of leave, may be eligible for a leave of absence pursuant to the Family Medical Leave Act (FMLA). The terms regarding such leave shall be governed by the provisions of the County's FMLA personnel policy.
- 26.6 The provisions of this Agreement shall be applied equally to all employees in the bargaining unit without discrimination as to race, color, creed, sex, national origin, religion or political affiliation and other protected classes pursuant to state and federal statutes. Disputes under the terms of this Article shall be subject to the

grievance procedure Steps 1, 2 and 2A, but shall not be subject to arbitration; nor shall the provisions of this Article be admissible as evidence in any forum.

- 26.7 Statement Concerning Harassment The Employer and the Union believe that all employees have a right to work in an atmosphere free of harassment. To this end the Employer has adopted a specific personnel policy dealing with harassment, offensive and violent behavior. Any employee who believes that he/she has been subjected to improper harassment is urged to consult that policy. In addition, the employee is urged to contact the County Coordinator, his/her supervisor and his/her Union steward or business agent if he/she is confronted with harassment while an employee of the County.
- 26.8 Employees specifically required by the Employer to use the employee's automobile for approved County business will be reimbursed in accordance with County policy.
- 26.9 Employees specifically required by the Employer to travel outside Wright County on approved County business will be reimbursed for meals by the County based on County policy.
- 26.10 Employees promoted to the Corrections Sergeant classification will move to the next higher step with anniversary date movement based on the date of promotion.
- 26.11 There shall be no retroactive payments to individuals who are not employees of record with the County on the date of final signature of this agreement or who were hired by the County on or after that date.
- 26.12 Employees shall be eligible for step increases on their anniversary date in class and upon completion of a successful performance evaluation.

ARTICLE XXVII SEVERANCE PAY

- 27.1 Employees in the classifications of Correctional Officer, Correctional Sergeant, Program Coordinator, Assistant Program Coordinator and Recreation Coordinator whose employment is terminated (but does not quit) due to retirement, disability, permanent lay off, or other honorable conditions shall be granted severance pay in the amount of one-third (1/3) of accumulated sick leave. Upon death, the benefits are to be paid to the named survivors. Effective the first day of the first pay period following County Board approval of the collective bargaining agreement, employees in the classification of Civilian Communications Officer and Communications Shift Supervisor shall be granted severance pay in an amount of one-third (1/3) of accumulated sick leave, not including catastrophic sick bank hours, after 20 years of employment with the County. Catastrophic sick bank hours are not included in severance pay. Severance pay is based on the employee's last rate of pay regardless of hours worked.

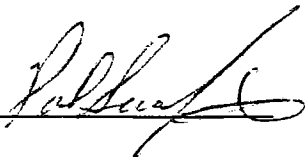
27.2 An employee who is terminated for cause shall lose all severance benefits.

ARTICLE XXVIII DURATION

This Agreement shall be effective as of January 1, 2009, and shall remain in full force and effect until December 31, 2011.

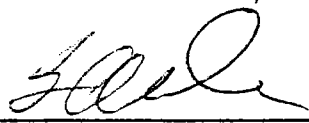
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on this 27th day of January, 2009.

FOR WRIGHT COUNTY:

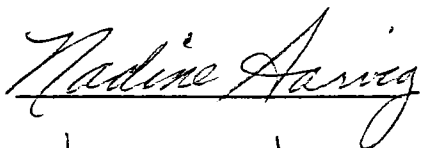





FOR TEAMSTERS, LOCAL NO. 320:





Teamster's Local #320

Non-Licensed Essential Sheriff's Unit

2009 - 2.5%, 2010 - 2.5%, 2011 - 2.5%

		Previous Step 1	Previous Step 2	Previous Step 3	Previous Step 4	Previous Step 5	Previous Step 6	Previous Step 7	Previous Step 8	Previous Step 9	Previous Step 10	
		New	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
A	Civilian Corrections Officer	\$14.73	\$16.09	\$17.65	\$19.38	\$19.38	\$20.86	\$21.59	\$22.36	\$23.12	\$23.94	2008
	Civilian Communications Officer	(dropped)	\$16.49	\$18.09	\$19.86	\$20.62	\$21.38	\$22.13	\$22.92	\$23.70	\$24.54	2009
			\$16.90	\$18.54	\$20.36	\$21.14	\$21.92	\$22.68	\$23.49	\$24.29	\$25.15	2010
			\$17.33	\$19.01	\$20.87	\$21.67	\$22.46	\$23.25	\$24.08	\$24.90	\$25.78	2011
		Previous Step 1	Previous Step 2	Previous Step 3	Previous Step 4	Previous Step 5	Previous Step 6	Previous Step 7	Previous Step 8	Previous Step 9	Previous Step 10	
		New	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
B	Corrections Sergeant	\$17.23	\$18.57	\$20.08	\$21.76	\$21.76	\$23.43	\$24.25	\$25.10	\$25.97	\$26.89	2008
	Jail Program Coordinator	(dropped)	\$19.03	\$20.58	\$22.30	\$23.15	\$24.02	\$24.86	\$25.73	\$26.62	\$27.56	2009
			\$19.51	\$21.10	\$22.86	\$23.73	\$24.62	\$25.48	\$26.37	\$27.28	\$28.25	2010
			\$20.00	\$21.62	\$23.43	\$24.33	\$25.23	\$26.11	\$27.03	\$27.97	\$28.96	2011
		Previous Step 1	Previous Step 2	Previous Step 3	Previous Step 4	Previous Step 5	Previous Step 6	Previous Step 7	Previous Step 8	Previous Step 9	Previous Step 10	
		New	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	
C	Communications Shift Supervisor						\$22.13	\$22.92	\$23.71	\$24.56	\$25.40	2008
							\$22.68	\$23.49	\$24.30	\$25.17	\$26.04	2009
							\$23.25	\$24.08	\$24.91	\$25.80	\$26.69	2010
							\$23.83	\$24.68	\$25.53	\$26.45	\$27.35	2011

** Previous Step 5 was changed from the same as Step 4 to the difference between Step 4 and Step 6 for 2009 and beyond

MINNESOTA TEAMSTERS

Public & Law Enforcement

Union, Local 320

3001 University Avenue S.E., Suite #500

Minneapolis MN 55414

Phone: (612) 378-8700 Fax: (612) 331-8948

e-mail: local320@teamsterslocal320.org

EXECUTIVE BOARD

Sue Mauren, *Secretary-Treasurer*

Joanne Derby, *President/Business Agent*

Brian Aldes, *Vice-Pres./Business Agent*

Sami Gabriel, *Recording Secretary/Bus. Agent*

Marty Lamb, *Trustee*

Rich Wheeler, *Trustee*

Alston Dutchin, *Trustee*

BUSINESS AGENTS

John Avery

Greg Burnes

Michael Carey

George Cejka

Mike Golen

Leland Johnson

Merl King

Mike O'Donnell

Tom Perkins

Kari Seime

Curt Swenson

GENERAL COUNSEL

Paula Johnston

SPECIAL PROJECTS DIRECTOR

Erik Skoog

SUPPORT STAFF

Sue Bastian

Ron Phillips

Suzanne Slawson

Joni Spaulding

Marcia Torgerson

Kristi Ziegler

Katie Ziembo

Please contact the Local's Office with your questions, i.e., dues, scholarships, etc.

612-378-8700 or 1-800-637-5430

TEAMSTERS

JOINT COUNCIL NO. 32

3001 University Ave S.E. #510

Minneapolis MN 55414

(612) 331-3456

Sue Mauren, *President*

Patrick Radzak, *Secretary-Treasurer*

Mark Rime, *Vice-President*

Dan Bartholomew, *Recording Secretary*

Lawrence Yoswa, *Trustee*

Brad Slawson, Sr., *Trustee*

Gary Dunham, *Trustee*



JOINT COUNCIL NO. 32

D.R.I.V.E.

(Democrat Republican Independent Voter Education)

3001 University Ave S.E. #510

Minneapolis MN 55414

(612) 331-5514

Scott Gelhar, *President*

Bradley Johnson, *Vice President*

Colin Hayes, *Secretary-Treasurer*

Sami Gabriel, *Recording Secretary*

Tom Tweet, *Trustee*

Edward Reynoso
D.R.I.V.E. Representative

**LOCAL 320
MEMBERSHIP MEETINGS**

SECOND TUESDAY OF EACH MONTH

January February March April May
September October November December

MEETINGS ARE HELD AT THE

Teamster Building
3001 University Avenue S E • Minneapolis MN 55414

Executive Board 5:30 P.M.
Social Hour 6:30 P.M.
General Membership 7:00 P.M.

Summer Meetings as scheduled

As a member of this Union you should attend all Membership Meetings. You are an important part of your Union. The united strength of your Union has brought about the much improved working conditions you now enjoy. To continue to improve these conditions your participation is required.

**NOTICE TO ALL
LOCAL 320 MEMBERS**

WITHDRAWAL CARDS

If for some reason you sever employment within the jurisdiction of Local 320, be sure to contact the Union office either by phone, call 612/378-8700, or by mail. In order to be eligible for a withdrawal card **YOUR DUES MUST BE PAID FOR THE CURRENT MONTH IN WHICH YOU ARE REQUESTING SAME.** Example, if you leave on the 15th of the month, your dues for that month must be paid for the withdrawal card. **THIS REQUEST MUST BE IN THE UNION OFFICE WITH THE CORRECT AMOUNT OF MONEY BEFORE THE LAST DAY OF THE MONTH.** If your request and money are received on or after the 1st of the following month, you will be required to pay an additional month's dues to be eligible for a withdrawal card.

BY ORDER OF
THE INTERNATIONAL
BROTHERHOOD OF TEAMSTERS

**MINNESOTA TEAMSTERS
SERVICE BUREAU**

2829 University Avenue SE, Suite 100, Minneapolis MN 55414
(612) 676-3700/1-800-979-9725

Jean Shomphe, Executive Director

Some of the problems the Service Bureau can assist with include, but are not limited to:

- alcohol and drug abuse
- personal and/or family counseling
- suicide prevention
- adolescent issues
- family violence
- rape
- missing children
- social security, workers compensation, insurance, or pension issues
- consumer problems
- special dislocated worker projects
- literacy services

Problems that the Service Bureau can help address are limited only by the needs of the Teamster membership. It is a fact of life, that for some problems, there are no solutions. In those cases, the Service Bureau is here to assist members in the process of accepting that reality.

Working to Make a Better Life for Minnesota Teamsters



RICHARD W. NORMAN
County Coordinator

COUNTY OF WRIGHT

10 2nd Street NW, RM 235
Buffalo, Minnesota 55313-1188
www.co.wright.mn.us

Tel: (763) 682-7378
1-800-362-3667
Fax: (763) 682-6178
Jobline: (763) 682-7454

COMMISSIONERS

ROSE THELEN
First District
PAT SAWATZKE
Second District
JACK RUSSEK
Third District
ELMER EICHELBERG
Fourth District
DICK MATTSON
Fifth District

December 14, 2010

Martin O. Osthus
National Labor Relations Board
330 Second Ave. S., Suite 790
Minneapolis MN 55401-2221

Dear Mr. Osthus:

Wright County is in full agreement with Teamsters Local 320's effort to obtain a certification for our 911 Dispatchers under Section 7(B) (2) of the Fair Labor Standards Act.

In reviewing the Collective Bargaining Agreement between Wright County and the Teamsters, we feel that we are in compliance with all requirements needed to receive this certification.

Sincerely,

Dick Mattson
Wright County Board Chair

srb

MINNEAPOLIS, MINN.
2013 DEC 16 AM 11:37

RECEIVED
NLRB REGION 2